

Exhibit “B”

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Gottlieb Fax

PROMISSORY NOTE

December 1, 2004

\$125,000.00

FOR VALUE RECEIVED, Interactive Holding Group, Inc., a California Corporation with its principal place of business at 55 Leveoni Court, Novato, California, 94949 ("Maker") promises to pay to the order of Herbert M. Gottlieb, (together with any holder of this Note "Payee", or "Holder"), at 10 Indian Trail Court, Novato, California, 94947, or at such other place as Payee may from time to time designate, the principal sum of One Hundred Twenty Five Thousand Dollars (\$ 125,000.) together with interest thereon at a fixed rate equal to 5% per month (6% per annum). Interest shall be computed on the basis of a 360 day year comprised of 30-day months. This Secured Promissory Note may be paid in full by Maker, both principal and accrued interest through the date of payment, at any time without penalty.

This note shall be collateralized with the all of the assets of the Attest Systems Division of the Maker. Maker hereby irrevocably authorizes Payee to file UCC-1 with the appropriate agencies evidencing this Note.

Payments. Maker shall pay Payee a minimum of One Thousand Two Hundred and Fifty Dollars (\$1,250) bi monthly and continuing until the Note and accrued interest is paid in full by Maker. Maker may at their sole discretion make additional principal payments at any time.

Default Interest; Late Charge. If Maker fails to make a payments of principal or interest hereunder or any other payment which is due and payable under this Note within ten (10) days after the date such payment was due, whether or not Holder has declared a default hereunder, interest shall accrue on the delinquent payment at the rate of the lesser of twelve percent (12%) or the maximum rate permitted by law per annum (the "Default Rate") commencing on the date the payment was due and continuing until the delinquent payment is received by Holder.

Default and Remedies.

Default. Maker will be in default under this Note if (i) Maker fails to make a payment of principal or any other payment which is owed hereunder when due, or (ii) Maker breaches any other covenant or agreement under this Note.

Remedies. Upon Maker's default, Holder may (i) upon written notice to Maker, declare the entire principal sum hereunder immediately due and payable, and (ii) exercise any and all of the remedies provided at law and equity.

Waivers. Maker, and any endorsers or guarantors hereof, severally waive diligence, presentment, protest and demand and also notice of protest, demand, dishonor, acceleration, intent to accelerate, and nonpayment of this Note, and expressly agree that this Note, or any payment hereunder, may be extended by Holder from time to time without notice, and consent to acceptance of security or the release of any security for this Note, all without in any way affecting the liability of Maker or any endorsers or guarantors hereof. No extension of time for the payment of this Note, shall affect the original liability of Maker under this Note, even if Maker is not a party to such agreement.

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Miscellaneous

Maker shall pay all costs, including, without limitation, all reasonable attorney fees and costs and expenses of any type, without restriction by statute, court rule or otherwise, incurred by Holder in collecting the sums due hereunder or in connection with the release of any security for this Note. In the event of any dispute between Maker and Holder, whether based on contract, tort or other cause of action or involving bankruptcy or similar proceedings, in any way related to this Note, the Maker shall pay to the Holder all reasonable attorneys' fees and costs and expenses of any type, without restriction by statute, court rule or otherwise, incurred by the Holder in connection with any action or proceeding (including arbitration proceedings, any appeals and the enforcement of any judgment or award), whether or not the dispute is litigated or prosecuted to final judgment.

This Note may be modified only by a written agreement executed by Maker and Holder.

This Note shall be governed by California law.

The terms of this Note shall inure to the benefit of and bind Maker and Holder and their respective heirs, legal representatives and successors and assigns.

Time is of the essence with respect to all matters set forth in this Note.

If this Note is destroyed, lost or stolen, Maker will deliver a new note to Holder on the same terms and conditions as this Note with a notation of the unpaid principal in substitution of the prior Note. Holder shall furnish to Maker reasonable evidence that the Note was destroyed, lost or stolen and any security or indemnity that may be reasonably required by Maker in connection with the replacement of this Note.

Maker herein has the authority to sign this document on behalf of the entity for whom it is signing if signing in a representative capacity.

IN WITNESS WHEREOF, Maker has executed this Note as of the date and year first above written.

In Witness Whereof, Maker has executed this Note as the date first written above.


Signature of Company Officer

MURRAY W. GOLDBERG
Printed Name

CONSULTANT
Officer's Title

12/1/04
Date

Hiring Bonus Note Payable to HMG
as at: May 15, 2005

Hiring Bonus - Nacio

Compound Period: Monthly

Nominal Annual Rate: 6.000%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	12/1/2004	125,000.00	1		
2 Payment	2/1/2005	919.68	1		
3 Payment	3/5/2005	919.68	1		
4 Payment	3/15/2005	8,750.00	1		
5 Payment	3/31/2005	8,495.68	1		
6 Payment	4/15/2005	1,250.00	1		
7 Payment	4/30/2005	1,250.00	1		
8 Payment	5/15/2005	1,250.00	1		
9 Payment	5/31/2005	1,250.00	1		
10 Payment	6/30/2005	1,250.00	1		
11 Payment	7/15/2005	1,250.00	1		
12 Payment	7/31/2005	1,285.22	1		
13 Payment	8/15/2005	1,250.00	1		
14 Payment	8/31/2005	1,256.24	1		
15 Payment	9/15/2005	1,250.00	1		
16 Payment	9/30/2005	1,250.00	1		
17 Payment	10/15/2005	1,250.00	1		
18 Payment	10/31/2005	1,250.00	1		
19 Payment	11/15/2005	1,250.00	1		
20 Payment	11/30/2005	1,250.00	1		
21 Payment	12/15/2005	1,250.00	1		
22 Payment	12/31/2005	1,250.00	1		
23 Payment	1/15/2006	1,250.00	1		
24 Payment	1/31/2006	1,250.00	1		
25 Payment	1/31/2006	819.13	1		
26 Payment	2/15/2006	1,250.00	1		
27 Payment	2/28/2006	1,250.00	1		
28 Payment	3/15/2006	1,250.00	1		
29 Payment	3/31/2006	1,250.00	1		
30 Payment	5/10/2006	5,000.00	1		

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	12/1/2004				125,000.00
2004 Totals		0.00	0.00	0.00	
1	2/1/2005	919.68	1,253.13	333.45	125,333.45
2	3/5/2005	919.68	709.49	210.19	125,123.26
3	3/15/2005	8,750.00	205.68	8,544.32	116,578.94
4	3/31/2005	8,495.68	306.62	8,189.06	108,389.88

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Hiring Bonus Note Payable to HMG
as at May 15, 2005

5	4/15/2005	1,250.00	267.26	982.74	107,407.14
6	4/30/2005	1,250.00	264.84	985.16	106,421.98
7	5/15/2005	1,250.00	262.41	987.59	105,434.39
8	5/31/2005	1,250.00	277.31	972.69	104,461.70
9	6/30/2005	1,250.00	522.31	727.69	103,734.01
10	7/15/2005	1,250.00	255.78	994.22	102,739.79
11	7/31/2005	1,285.22	270.22	1,015.00	101,724.79
12	8/15/2005	1,250.00	250.83	999.17	100,725.62
13	8/31/2005	1,256.24	264.92	991.32	99,734.30
14	9/15/2005	1,250.00	245.92	1,004.08	98,730.22
15	9/30/2005	1,250.00	243.44	1,006.56	97,723.66
16	10/15/2005	1,250.00	240.96	1,009.04	96,714.62
17	10/31/2005	1,250.00	254.37	995.63	95,718.99
18	11/15/2005	1,250.00	236.02	1,013.98	94,705.01
19	11/30/2005	1,250.00	233.52	1,016.48	93,688.53
20	12/15/2005	1,250.00	231.01	1,018.99	92,669.54
21	12/31/2005	1,250.00	243.73	1,006.27	91,663.27
2005 Totals		40,376.50	7,039.77	33,336.73	
22	1/15/2006	1,250.00	226.02	1,023.98	90,639.29
23	1/31/2006	1,250.00	238.39	1,011.61	89,627.68
24	1/31/2006	819.13	0.00	819.13	88,808.55
25	2/15/2006	1,250.00	218.98	1,031.02	87,777.53
26	2/28/2006	1,250.00	187.58	1,062.42	86,715.11
27	3/15/2006	1,250.00	213.82	1,036.18	85,678.93
28	3/31/2006	1,250.00	225.35	1,024.65	84,654.28
29	5/10/2006	5,000.00	563.12	4,436.88	80,217.40
2006 Totals		13,319.13	1,873.26	11,445.87	
Grand Totals		53,695.63	8,913.03	44,782.60	

An open balance of 80,217.40 still remains.

Attest Systems, Inc.
Physical Inventory of assets

Tanigible Assets:

Count	Description	
1	Multisync XM29 Plus 19" Monitor	
1	Metal Monitor Stand and CPU stand	
1	Alera Technologies CD Burner	
4	4 Drawer Lateral File Cabinets	
1	3 Drawer Lateral File Cabinet	
1	Round Wooden Table	
4	Desk Organizer Cabinets (2 Drawer)	
6	Highback Leather Chairs	
4	2 Drawer Lateral File Cabinets	
2	Metal Cabinets	
1	2 Shelf Wooden bookshelf	
2	HP 4050TN Printers	I have one of these at home.
1	5 Drawer Vertical File Cabinet	
2	Large Capacity UPS Devices for Server Room	
2	Small Office Size UPS	
2	Small Regridgerators	
1	Wooden Cabinet	
1	Overhead Projector	
1	HP 6L Printer	
8	Side Chairs	
2	Reception Chairs	
11	Desk Chairs	
3	Large White Boards	
1	HP Laserjet 6P Printer	
1	HP 4550N Color Laserjet	I have this at home.
1	Brother Electric Typewriter	
1	Sentry Safe	
1	Ricoh Super G3 Facsimile Machine	
1	6 Station CPU Switch	
1	Netgear FS108 Ethernet Switch	
1	Dell Dimension 8200 Pentium 4, 1.99Ghz, 1.25GB Ram	I have this at home.
1	Dell 19" Slim Monitor	I have this at home.
1	Dell 15" Slim Monitor	I have this at home.
1	Clone Pentium 4, 2.4Ghz, 1.00GB Ram	I have this at home.
1	Dell Dimension 8200 Pentium 4, 1.90Ghz, 256MB Ram	
1	Dell 5 Speaker System	
1	Logitech Remote Keyboard and Mouse	
1	Dell Dimension 4600 Pentium 4, 2.80GHz, 256MB Ram	
1	C Plus V86 Family 6 Model 512MB Ram	
1	Nec Multisync LCD 1525M Monitor	
1	Dell Dimension 8200 Pentium 4, 1.90Ghz, 512MB Ram	
2	Nec Multisync LCD 1525M Monitors	
1	C Plus W98 MSDN Lab System, 677Mhz, 384MB Ram	
1	Dell Monitor	
1	Dell Dimension 8200 Pentium 4, W2003 Server in Lab 1.90Ghz, 256MB Ram	
1	Viewsonic PS775 Monitor	
1	Dell Dimension 8200 Pentium 4, W2000 Pro Server in Lab 1.90Ghz, 512MB Ram	

- 1 HP 71 Monitor
- 1 Netgear 16 Port Hub
- 1 Cisco Pix 501
- 1 Dell Dimension 4600 Pentium 4, 2.80GHz, 512MB Ram
- 1 Dell Monitor
- 1 Dell Dimension 4600 Pentium 4, 2.66GHz, 512MB Ram
- 1 Dell Monitor
- 1 Dell Dimension 8200 Pentium 4, 1.90Ghz, 256MB Ram
- 1 Viewsonic Monitor
- 1 Netgear 8 Port Hub
- 1 Compaq Proliant 800 Server
- 6 Herman Miller Desk Chairs
- 1 Prosignia 200 Server Alpha
- 1 Proliant 1600 Server Armageddon
- 1 Dell PowerEdge Server Kittyhawk
- 1 Server Zeta
- 1 Multi system monitor and keyboard switch used by Jeff
- 1 Large First Aid Kit on wall near coffee station
- Various Office Supplies

Intangible Assets:

- Salesforce database of customers, leads, etc.
- GASP source code
- GASP Trademark
- GASP Copyrights
- Attest Website